



**Project title:** Award and Authorize Taser Purchase from Axon Enterprise Inc. from Washington State Department of Enterprise Services Contract #02315/COE #2019-022

## City Council Agenda Item Cover Sheet

**Council Bill #** *interoffice use*

**Agenda dates requested:**

12/16/2020

Briefing

Proposed action

Consent ☒ X

Action

Ordinance

Public hearing

Yes ☒ X No

**Budget amendment:**

Yes ☒ X No

**PowerPoint presentation:**

Yes ☒ X No

**Attachments:**

Quote and State Contract

**Department(s) involved:**

Police, Purchasing

**Contact person:**

Theresa Bauccio-Teschlog

**Phone number:**

425-257-8901

**Email:**

tbauccio@everettwa.gov

**Initialed by:**

Department head

Administration

Council President

**Project:** Taser purchase from Washington State Department of Enterprise Services Contract #02315/COE #2019-022

**Partner/Supplier:** Axon Enterprise Inc.

**Location:**

**Preceding action:**

**Fund:** 031 Police

### Fiscal summary statement:

There is \$85,000 in Police Department Fund 031 designated for the purchase of new Tasers and supplies needed for daily use and training.

The City has spent in excess of \$100,000 in 2020 with Axon Enterprise Inc. City Purchasing Policy requires Council authorization of awards greater than \$100,000 annually. This purchase request is for an additional \$84,994.90 for the tasers and supporting supplies.

### Project Summary Statement:

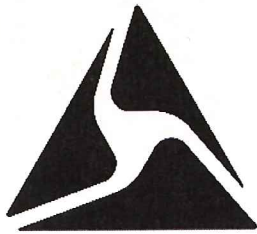
Axon Enterprise Inc is a supplier of technology and weapons products for military, law enforcement, and civilians. Axon is an awarded supplier with Washington State Department of Enterprise contract #02315/COE #2019-022. These products are used by the Police department to support daily tasks. Officers are supplied with tasers as part of their duty equipment. This purchase is necessary to equip officers with required tools.

The City has an Interlocal Agreement with Washington State Department of Enterprise Services that allows purchases from its competitively awarded contracts in lieu of soliciting bids on our own.

### Recommendation (exact action requested of Council):

Award and authorize Taser Purchase from Axon Enterprise Inc. from Washington State Department of Enterprise Services Contract #02315/COE #2019-022 in the amount of \$84,994.90 including Washington state sales tax.





**Axon Enterprise, Inc.**  
17800 N 85th St.  
Scottsdale, Arizona 85255  
United States  
Phone: (800) 978-2737

**Q-278099-44167.845TT**

Issued: 12/02/2020

Quote Expiration: 12/31/2020

Account Number: 123231

Payment Terms: Net 30  
Delivery Method: Fedex - Ground

**SHIP TO**

Omar Estrada  
Everett Police Dept. - WA  
3002 WETMORE AVENUE  
Everett, WA 98201  
US

**BILL TO**

Everett Police Dept. - WA  
3002 WETMORE AVENUE  
Everett, WA 98201  
US

**SALES REPRESENTATIVE**

Todd Thueson  
Phone: 1 (480) 489-9680  
Email: tthueson@taser.com  
Fax: 480-991-0791

**PRIMARY CONTACT**

Omar Estrada  
Phone: (425) 257-8414  
Email: oestrada@everettwa.gov

**Group1**

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Hardware						
22012	TPPM, TACTICAL BATTERY PACK, PINKY EXTENDER, X2/X26P		102	65.00	63.70	6,497.40
22003	YELLOW X2 CEW, HANDLE		36	1,220.00	1,195.60	43,041.60
22157	25 FT NON-CONDUCTIVE TRAINING SMART CARTRIDGE, X2		350	37.00	36.26	12,691.00
22185	25 FT SMART CARTRIDGE, X2 NS		50	38.00	36.86	1,843.00
22014	WARRANTY, 4 YEAR, X2		36	378.00	370.44	13,335.84
Subtotal						77,408.84
Estimated Shipping						0.00
Estimated Tax						7,586.06
Total						84,994.90

**Grand Total 84,994.90**

## Discounts (USD)

Quote Expiration: 12/31/2020

List Amount	79,008.00
Discounts	1,599.16
Total	77,408.84

*\*Total excludes applicable taxes*



## Notes

Contract #02315 State of WA DES governs the terms, conditions, and price schedule of this quote

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Name (Print): \_\_\_\_\_

Title: \_\_\_\_\_

PO# (Or write  
N/A): \_\_\_\_\_

Please sign and email to Todd Thueson at [tthueson@taser.com](mailto:tthueson@taser.com) or fax to 480-991-0791

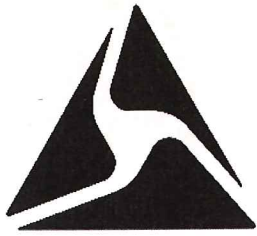
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### \*\*\*Axon Internal Use Only\*\*\*

		SFDC Contract #:
		Order Type:
		RMA #:
		Address Used:
		SO #:
Review 1	Review 2	
Comments:		





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Scottsdale, Arizona 85255  
United States  
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Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Name (Print): \_\_\_\_\_

Title: \_\_\_\_\_

PO# (Or write  
N/A): \_\_\_\_\_

Please sign and email to Todd Thueson at [tthueson@taser.com](mailto:tthueson@taser.com) or fax to 480-991-0791

Thank you for being a valued Axon customer. For your convenience on your next order, please check out our online store [buy.axon.com](http://buy.axon.com)

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### \*\*\*Axon Internal Use Only\*\*\*

		SFDC Contract #:
		Order Type:
		RMA #:
		Address Used:
		SO #:
Review 1	Review 2	
Comments:		



## Invitation for Bid 02315

### Air Tasers and Electronic Incapacitation Devices

The Washington State Department of Enterprise Services, Master Contracts and Consulting Unit (DES), issues this Invitation for Bid (IFB) under the authority of the Revised Code of Washington (RCW) [39.26](#). DES reserves the right to modify dates and times. Any changes will be sent electronically as amendments to all users of Washington's Electronic Business Solution (WEBS) who download this IFB.

Posting date ..... April 3, 2015

Complaint period ..... April 25, 2015 or 5 Business days prior to bid closing

Bids are due ..... April 30, 2015, 2 p.m.

Pre-Bid conference..... April 16, 2015, 10 a.m. at 1500 Jefferson St. SE Olympia, WA 98501  
Rm. 2330

Procurement coordinator..... Richard Worthy  
(360) 407-7932  
[richard.worthy@des.wa.gov](mailto:richard.worthy@des.wa.gov)

Deliver bids to ..... Washington State Department of Enterprise Services  
1500 Jefferson St. SE  
Olympia, WA 98501

Attention: Bid Clerk, Master Contracts and Consulting Unit

IMPORTANT: Bids must be delivered in a sealed package and should have the following information on the outside:

- IFB number
- Bid due date and time
- Procurement coordinator's name
- Name and address of bidder's company



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## **1 SUMMARY OF OPPORTUNITY**

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### **1.1 Purpose of the IFB**

The purpose of this IFB is to replace contract 02309 a statewide master contract for Air Tasers and Electronic Incapacitation Devices.

The Department of Enterprise Services (DES) intends to award one vendor based on responsible responsiveness and lowest price.

### **1.2 Purchasers**

The Washington State Patrol (WSP) and Washington State Dept. of Corrections (DOC) are the primary users of this contract. This contract will also be available for authorized parties to the [Master Contracts Usage Agreement](#) (MCUA), including institutions of higher education, cities and counties, other political subdivisions or special districts, and nonprofit corporations. Their orders are subject to the same contract terms, conditions and pricing as state agencies.

While use of the contract is optional for political subdivisions and nonprofit corporations authorized by the MCUA and ORCPP, these entities' use of the contracts can significantly increase the purchase volume. DES accepts no responsibility for orders or payment by WSPC or ORCPP members.

- MCUA members: <https://fortress.wa.gov/ga/apps/ContractSearch/MCUAListing.aspx>

The contract will also be available for use by the Oregon Cooperative Purchasing Program (ORCPP) based on the contractor's acceptance.

- ORCPP members: <http://www.oregon.gov/DAS/EGS/ps/ORCPP/orcppMemberList.pdf>

### **1.3 Contract term**

The initial term of the contract is one year (1) from award of the contract, with the option to extend for additional term(s) or portions thereof. Extensions will be exercised at the sole discretion of DES upon written mutual agreement. The total contract term, including the initial term and all extensions, will not exceed eight years (8) unless circumstances require a special extension. DES reserves the right to extend with all or some of the contractors.

### **1.4 Estimated sales**

Based on past usage, it is estimated that over the initial one-year term of the contract sales could approximate \$600,000 from all users. Purchase potential from other purchasers is unknown. The estimate provided in the price sheet is solely for the purpose of assisting Bidders in preparing their Response. Orders will be placed only on an as needed basis and availability of funds.

DES does not represent or guarantee any minimum purchase.

### **1.5 Delivery requirements**

General provisions:

- Delivery times: Delivery must be made during purchaser's normal work hours, per purchaser's security and access processes, or as otherwise mutually agreed in writing between the purchaser and contractor at the time of order placement. The purchaser may refuse shipment when delivered after normal working hours.
- Location and performance: All deliveries are to be made to the applicable delivery location as indicated in the order document. When applicable, the contractor must take all necessary actions to safeguard items during inclement weather. In no case may the contractor initiate

performance prior to receipt of written or verbal authorization from authorized purchasers. Expenses incurred otherwise will be borne solely by the contractor.

## **2 IFB OVERVIEW**

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### **2.1 Announcement and special information**

The IFB, its appendices, attachments, amendments and any incorporated documents will comprise the entire IFB which will become the resulting contract between DES and the awarded contractor when it is countersigned by DES.

By responding to this IFB, a bidder acknowledges having read and understood the entire IFB and accepts all information contained within the IFB without modification.

NOTE: The [Master Contract Terms and Conditions](#), which is an appendix to this IFB, contains general provisions and terms for solicitations issued by DES. Should a term within the Master Contract Terms and Conditions conflict with a term elsewhere in the IFB, and there is no reconciliation of the conflict before the bid-due date, the IFB will prevail.

### **2.2 Washington's Electronic Business Solution (WEBS)**

Bidders are solely responsible for:

- Properly registering with Washington's Electronic Business Solution (WEBS) at <https://fortress.wa.gov/ga/webs/>, and maintaining an accurate vendor profile in WEBS.
- Downloading the IFB packet consisting of the IFB, all appendices, and incorporated documents related to the IFB for which you are interested in bidding.
- Downloading all current and subsequent amendments to the IFB to ensure receipt of all IFB documents.

Notification of amendments to the IFB will only be provided to those vendors who have registered with WEBS and have downloaded the IFB from WEBS. Failure to do so may result in a bidder having incomplete, inaccurate, or otherwise inadequate information and bid.

### **2.3 Amendments**

Prior to the bid due date and time, DES reserves the right to change portions of this IFB. Any change will be issued in writing by DES as an amendment and incorporated into the IFB. If there is any conflict between amendments, or between an amendment and the IFB, the document issued last in time will be controlling. Only bidders who have properly registered and downloaded the original IFB directly via WEBS will receive notification of amendments and other correspondence pertinent to the procurement.

### **2.4 Bidder communication responsibilities**

During the IFB process, all bidder communications about this IFB must be directed to the Procurement Coordinator. Unauthorized contact regarding this IFB with other state employees involved with the IFB may result in disqualification. All oral and written communications will be considered unofficial and non-binding on DES. Bidders should rely only on written amendments issued by the Procurement Coordinator.

Bidders are encouraged to make any inquiry as early in the process as possible to allow DES to consider and respond; however, no response is required from the Procurement Coordinator.

If a bidder does not notify DES of an issue, exception, addition, or omission, DES may consider the matter waived by the bidder for protest purposes.



If bidder inquiries result in changes to the IFB, written amendments will be issued and posted on WEBS.

## **2.5 Pricing**

Bid prices must include all cost components needed for the delivery of the goods and/or services as described in this IFB. Failure to identify all costs in a manner consistent with the instructions in this IFB is sufficient grounds for disqualification.

The proposed pricing levels should reflect the market provided by the contract resulting from this IFB.

Bidders must identify and include all elements of recurring and non-recurring costs in their pricing. Unless otherwise specified, this must include, but is not limited to, all administrative fees, maintenance, manuals, documentation, shipping charges, labor, travel, training, consultation services, wiring and supplies needed for the installation (including cost of all uncrating, disposal of shipping materials), set-up, testing and initial instruction to agency personnel, warranty work and maintenance of the products/services, handling charges such as packing, wrapping, bags, containers, reels; or the processing fees and surcharge fees associated with the use of credit cards.

Notwithstanding the foregoing, in the event that market conditions, laws, regulations, or other unforeseen factors dictate, at DES's sole discretion, additional charges may be allowed during the contract term.

## **2.6 Management fee**

All master contract executed as a result of this IFB will be subject to a management fee, paid by the contractor to DES. The management fee will be 0.74 percent of contract sales/purchase price for work orders. The purchase price is defined as total invoice price less sales tax.

The management fee is further described in Appendix A, [Master Contract Terms and Conditions](#).

## **2.7 Contract sales report**

The management fee will be based on total contract sales, which must be reported quarterly by the contractor in the [Contract Sales Reporting System](#). DES will provide a login password and a required vendor number.

Reports must be submitted electronically within 30 days after the end of the calendar quarter, i.e., no later than April 30, July 31, October 31 and January 31.

## **2.8 Non-endorsement and publicity**

In selecting a bidder to supply goods/purchased services specified herein to contract purchasers, neither DES nor the purchasers are endorsing the bidder's goods/services, nor suggesting they are the best or only solution to their needs.

## **2.9 No costs or charges**

Costs or charges incurred before a contract is fully executed will be the sole responsibility of the bidder.

## **2.10 Dealer authorization**

The bidder, if other than the manufacturer, must provide upon request a current, dated and signed authorization from the manufacturer that the bidder is an authorized distributor, dealer or service representative and is authorized to sell the manufacturer's products. Failure to provide manufacturer's authorization upon request may result in bid rejection.

## 2.11 Economic and environmental goals

In support of the state's economic and environmental goals, although not an award factor (unless otherwise specified herein), bidders are encouraged to consider the following in responding to this IFB:

- Support for a diverse supplier pool, including small, veteran-owned, minority-owned and women-owned business enterprises. DES has established for this IFB voluntary numerical goals of:
  - 3 percent women-owned businesses (WBE);
  - 3 percent minority-owned businesses (MBE);
  - 3 percent small businesses (SB);
  - 3 percent veteran-owned businesses (VB).

Achievement of these goals is encouraged whether directly or through subcontractors. Bidders may contact the [Office of Minority and Women's Business Enterprises](#) for information on certified firms or to become certified. Also see Appendix I [Procurement Reform Small Business Fact Sheet](#).

- Use of environmentally preferable goods and services to include post-consumer waste and recycled content.
- Products made or grown in Washington.

## 3 PREPARATION OF BIDS

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### 3.1 Pre-bid meeting

DES will host a pre-bid meeting to address IFB requirements at the time and location indicated on the cover page. While attendance is not mandatory, bidders are encouraged to attend and participate. The purpose of the pre-bid meeting is to clarify the IFB as needed and raise any issues or concerns, especially those of the vendor community. If interpretations, specifications, or other changes to the IFB are required as a result of the meeting, the Procurement Coordinator will post an amendment to WEBS.

Assistance for disabled, blind or hearing-impaired persons who wish to attend is available with prior arrangement by contacting the Procurement Coordinator identified on the cover page.

### 3.2 Bid submittals checklist

The following checklist identifies the hard-copy submittals which will comprise a bid. Any bid received without a hard copy item identified in this checklist and designated as **REQUIRED** will be rejected as being non-responsive. Please identify each page of the submittals and any supplemental materials with your company name or other identifiable company mark.

- ☐ **Signature (REQUIRED):** Complete as instructed and return a signed original of the [Bidder's Authorized Offer](#).
- ☐ **Price Worksheet (REQUIRED):** Complete as instructed and return a copy of the [Price Worksheet Appendix](#). Failure to complete this submittal as instructed may result in a bid being rejected for lack of responsiveness.
- ☐ **Technical Specification (Required):** Failure to check the "Meets or exceeds Specifications" box not marked or "Describe Fully If Not As Specified" is blank may increase the chance of bid rejection.



- ☐ **Bidder Profile (REQUESTED):** Complete as instructed and return a copy of the [Bidder Profile Appendix](#).
- ☐ **IFB amendments (AS INSTRUCTED):** If instructed to do so in any amendment to this IFB, sign and return a copy. Failure to sign and return any required amendments to this IFB, may result in a bid being rejected for lack of responsiveness. When in doubt, sign and return a copy of all IFB amendments.

### 3.3 Format

Bidders should provide one hard-copy sealed bid. Bids must be legible and completed in ink or with an electronic printer or other similar office equipment, and properly signed by an authorized representative of the bidder. All changes and/or erasures must be initialed in ink. Unsigned bids will be rejected on opening unless satisfactory evidence was submitted clearly establishing the bidder's desire and intent to be bound by the bid, such as a signed cover letter. Incomplete or illegible bids may be rejected.

**Note:** In a joint effort to save costs, reduce waste and save energy, bidders are encouraged to use double-sided printing and recyclable materials. Bidders are encouraged to refrain from submitting bids in three-ring binders, spiral bindings or other non-recyclable presentation folders.

### 3.4 Due date and time

Bid packages must be received on or before the due date and time at the location specified on the cover page. Time of receipt will be determined by the official time stamp located at DES.

If a bid is late or received at a location other than that specified it will be rejected. In the event the official time clock is unavailable, the Bid Clerk will establish the official time and take reasonable steps to ensure the integrity of the bid receipt is preserved.

### 3.5 Bid opening

After the bid due date and time, the Bid Clerk will open and process sealed bids protecting the confidentiality of the contents. The names of the bidders will be recorded. Bid contents will not be available for public view until after the announcement of Apparent Successful Bidder(s). ([RCW 39.26.030](#)).

## 4 EVALUATION AND AWARD

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### 4.1 General provisions

- Bidder responsiveness, responsibility and price factors will be evaluated based on the evaluation process described in this section.
- Contract award will be based on the evaluation and award criteria established herein and will be subject to consideration of all factors identified in [RCW 39.26](#) and other criteria identified in the IFB.
- Bidders whose bids are determined to be non-responsive will be rejected and will be notified of the reasons for rejection.
- After bids have been submitted, DES may require individual bidders to appear at a time and place determined by DES to discuss contract requirements. Any such meeting should not be construed as negotiations or an indication of DES's intention to award.
- DES reserves the right to: (1) Waive any informality; (2) Reject any or all bids, or portions thereof; (3) Accept any portion of the items bid unless the bidder stipulates all or nothing in

their bid; (4) Cancel an IFB and re-solicit bids; (5) Negotiate with the lowest responsive and responsible bidder to determine if that bid can be improved for the purchaser.

- Preferences and penalties: Preferences and penalties that are required by law, rule, or IFB will be applied to bid pricing. Some preferences and penalties may be added by contract language and could be applied to bid pricing. A preference reduces the bidder's stated price by the amount of the preference and is an advantage to the bidder. A penalty increases the bidder's stated price by the amount of the penalty and is a disadvantage to the bidder. Preferences and penalties are applied to the pricing for evaluation purposes only but are not applied for purchasing purposes.
- References: DES reserves the right to use references to confirm satisfactory customer service, performance, satisfaction with service/product, knowledge of products/service/industry and timeliness. Any negative or unsatisfactory reference can be reason for rejecting a bidder as non-responsible. DES reserves the right to waive the reference check.

#### **4.2 Determination of responsiveness**

Bids will be reviewed initially on a pass/fail basis to determine compliance with administrative requirements as specified herein.

DES reserves the right to determine at its sole discretion whether a bidder's response to a minimum IFB requirement is sufficient to pass. However, if all bidders fail to meet any single IFB requirement, DES may reject all bids and cancel the IFB or waive the requirement from the IFB's criteria for responsiveness.

Responsive bids will be further evaluated based on the requirements in this IFB.

#### **4.3 Determination of responsibility**

During evaluation, DES reserves the right to make reasonable inquiry to determine the responsibility of any bidder. Requests may include financial statements, credit ratings, references, record of past performance, clarification of bidder's offer, on-site inspection of bidder's or subcontractor's facilities, or other information as necessary. Failure to respond to these requests might result in a bid being rejected as non-responsive.

#### **4.4 Price evaluation**

Evaluated price from responsive bids is calculated as Unit Price summed to equal Total. The award is based on the lowest Total. The price sheet embedded in the attached [Appendix B: Price Worksheet](#).

**Price sheet:** Bidders must record their bid pricing in all the appropriate cells on the price sheet. Bidders must submit pricing for all required line items. Failure to do so may result in disqualification from award.

#### **4.5 Technical specifications evaluation**

Failure to check the "Meets or exceeds Specifications" box not marked or "Describe Fully If Not As Specified" is blank may increase the chance of bid rejection.

DES reserves the right to request that the Apparent Successful Bidder document that its product or service meets the technical specifications. Failure to fulfill this request within 10 business days of the request may be cause for rejection.



#### **4.6 Selection of Apparent Successful Bidder**

The responsive and responsible bidder(s) that meet(s) all of the IFB requirements, has the lowest price evaluation total as calculated in [Appendix B: Price Worksheet](#) will be the Apparent Successful Bidder(s).

DES reserves the right to request additional information or perform tests and measurements as part of the evaluation process before award. Failure to provide requested information within 10 days may result in disqualification.

Before award, DES may negotiate with an Apparent Successful Bidder to determine if a bid can be improved.

Designation as an Apparent Successful Bidder does not imply that DES will issue an award to your firm. It merely suggests that at this moment in time, DES believes your bid to be responsive. This designation allows DES to perform a responsibility analysis and ask for additional documentation. DES may also re-examine the bid to determine whether the bid is truly as responsive as initially believed. The bidder must not construe this as an award, impending award, attempt to negotiate, etc. If a bidder acts or fails to act as a result of this notification, it does so at its own risk and expense.

Following the announcement of the Apparent Successful Bidder, bidders may request a debrief conference. See also [Appendix D – Complaint, Debrief and Protest Procedures](#). Failure to follow instructions could result in your claim being denied.

#### **4.7 Award**

An award will be made and a contract formed by signature of DES and awarded bidder on the Authorized Offer and Contract Signature page. In some circumstances, DES may include an award letter which further defines the award and is included by reference to accompany the signature page.

DES reserves the right to award on an all-or-nothing consolidated basis.

Following the award, all bidders will receive a Notice of Award, usually through a WEBS notification.

### **5 CONTRACT INFORMATION**

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#### **5.1 Incorporated documents and order of precedence**

A bid submitted to this IFB is an offer to contract with DES.

A bid becomes a contract only when awarded and accepted by signature of DES and bidder on the Authorized Offer and Contract Signature page. The documents listed below are, by this reference, incorporated into a contract resulting from this IFB as though fully set forth herein. No other statements or representations, written or oral, are a part of the contract.

- a. The IFB
- b. The awarded accepted portion of vendor's bid
- c. All appendices
- d. IFB amendments (if any)
- e. Award letter (if any)

In the event of a conflict in such terms, or between the terms and any applicable statute or rule, the inconsistency will be resolved by giving precedence in the following order:



- a. Applicable federal and state of Washington statutes and regulations
- b. Mutually agreed written amendments to the resulting contract
- c. The contract, including all documents incorporated in the subsection immediately above.

**Conflict:** To the extent possible, the terms of the contract must be read consistently.

**Conformity:** If any provision of the contract violates any federal or state of Washington statute or rule of law, it is considered modified to conform to that statute or rule of law.

## **5.2 Parties**

This contract is entered into by and between the state of Washington, acting by and through DES, and the awarded contractor with the parties more fully described on the Authorized Offer and Contract Signature page.

## **5.3 Authority to bind**

The signatories to this contract represent that they have the authority to bind their respective organizations to this contract.

## **5.4 Counterparts**

This contract may be executed in counterparts or in duplicate originals. Each counterpart or each duplicate will be deemed an original copy of this contract signed by each party, for all purposes.

## **5.5 Changes**

DES reserves the right to modify the resulting contract (including but not limited to adding or deleting products by mutual agreement between DES and the contractor. Alterations to any of the terms, conditions or requirements of this contract will only be effective upon written issuance of a mutually-agreed contract amendment by DES. Changes to point-of-contact information may be updated without the issuance of a mutually accepted contract amendment.

## **5.6 Price adjustments**

Firm and fixed period: Pricing will remain firm and fixed for one year from date of award of the contract.

Price protection: The contract prices are the maximum prices the contractor may charge.

If lower pricing for similar quantities becomes effective for the contractor, purchasers must be given immediate benefit of such lower pricing. The contractor may also offer volume and promotional discounts.

Contractor agrees all the prices, terms, warranties, and benefits provided in this contract are comparable to or better than the terms presently being offered by the contractor to any other governmental entity purchasing similar quantities under similar terms. If, during the term of this contract, the contractor enters into contracts with other governmental entities providing greater benefits or more favorable terms than those provided by this contract, the contractor is obligated to provide the same to purchasers for subsequent purchases. DES will be notified of changes in contract pricing.

Price increases: The contractor may propose price increases on an annual basis by written notice to the Contract Administrator. Price increases are to be on a pass-through basis only and must not produce a higher profit margin for the contractor than that established by original contract pricing. Requests must include supporting documentation such as price increases at the manufacturer's level and/or other documentation of cost increases.

Consideration of price increases will be at the sole discretion of the Contract Administrator. If a price increase is approved in part or in full, the resulting new contract pricing will be implemented through a contract amendment.







Contract extensions and price adjustments: Contractors may not make contract extensions contingent on price adjustments.

#### **5.7 Miscellaneous expenses**

Expenses related to day-to-day contract performance (including but not limited to travel, lodging, meals, and incidentals) will not be reimbursed to the contractor. However, DES recognizes that there may be occasions when the purchaser requires the bidder to travel. In such cases the purchaser must provide written pre-approval of such expenses on a case-by-case basis. Any such reimbursement will be at rates not to exceed the guidelines for state employees published by the Washington State Office of Financial Management set forth in the [Washington State Administrative & Accounting Manual](#), and not to exceed expenses actually incurred.

## 6 APPENDICES

Reminder: By responding to this IFB, a bidder acknowledges reading, understanding, and accepting all information contained within the entire IFB without modification.

Appendix A: Master Contract Terms and Conditions	 02315 Contract Terms and Conditions
Appendix B: Price Worksheet	 Price Sheet for Air Tasers and Electronic
Appendix C: Specifications	 Specifications - air Tasers and Electronic
Appendix D: Bidder Profile	 Bidder Profile.doc
Appendix E: Complaint, Debrief and Protest procedures	 Complaint, Debrief & Protest Procedures.d
Appendix F: Procurement Reform Small Business Fact Sheet	 Procurement Reform Small Business Fact Sl

## 7 CERTIFICATIONS AND ASSURANCES

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We make the following Certifications and Assurances as a required element of submitting this bid, affirming the truthfulness of the facts declared here and acknowledging that the continuing compliance with these statements and all requirements of the IFB are conditions precedent to the award or continuation of the resulting contract.

1. We have read, understand, and agree to abide by all information contained in the IFB, all appendices, and incorporated documents.
2. The prices in this bid have been arrived at independently, without engaging in collusion, bid rigging, or any other illegal activity, and without for the purpose of restricting competition any consultation, communication, or agreement with any other bidder or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate the prices offered. The prices in this bid have not been and will not be knowingly disclosed by the bidder, directly or indirectly, to any other bidder or competitor before contract award unless otherwise required by law. No attempt has been made or will be made by the bidder to induce any other concern to submit or not to submit an offer for the purpose of restricting competition. However, we may freely join with other persons or organizations for the purpose of presenting a bid.
3. The attached bid is a firm offer for a period of 90 days following the bid due date specified in the IFB, and it may be accepted by DES without further negotiation (except where obviously required by lack of certainty in key terms) at any time within the 90-day period. In the case of a protest, our bid will remain valid for 90 days or until the protest and any related court action is resolved, whichever is later.
4. In preparing this bid, we have not been assisted by any current or former employee of the state of Washington whose duties relate (or did relate) to the state's IFB, or prospective contract, and who was assisting in other than his or her official, public capacity. Neither does such a person nor any member of his or her immediate family have any financial interest in the outcome of this bid.
5. We understand that the state will not reimburse us for any costs incurred in the preparation of this bid. All bids become the property of the state, and we claim no proprietary right to the ideas, writings, items or samples unless so stated in the bid. Submittal of the attached bid constitutes an acceptance of the evaluation criteria and an agreement to abide by the procedures and all other administrative requirements described in the IFB.
6. We understand that any contract awarded as a result of this bid will incorporate all IFB requirements. Submittal of a bid and execution of this Certifications and Assurances document certify our willingness to comply with the contract terms and conditions appearing in the IFB, all appendices, and incorporated documents if selected as a contractor. It is further understood that our standard contract will not be allowed as a replacement for the terms and conditions appearing in the IFB, all appendices, and incorporated documents of this IFB.
7. By submitting this bid, bidder hereby offers to furnish materials, supplies, services and/or equipment in compliance with all terms, conditions, and specifications contained in this IFB.
8. Any exceptions to these assurances are described in full detail on a separate page and attached to this document **OR** We are not submitting any exceptions.



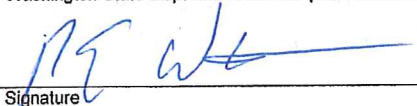
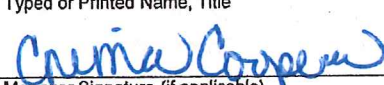
# 1 BIDDER'S AUTHORIZED OFFER and CONTRACT SIGNATURE PAGE

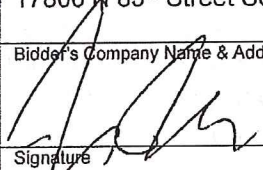

In submitting this bid, the authorized signatory below acknowledges having read and understood the entire IFB and amendments incorporated prior to the bid due date, and agrees to comply with its terms and conditions, as written, including the Certifications and Assurances. The authorized signatory also agrees to fulfill the offer for categories made in this bid and any subsequently awarded contract.

**In witness whereof**, the parties hereto, having read this contract in its entirety, including all attachments, do agree in each and every particular and have thus set their hands hereunto.

This contract is effective on June 3, 2015 with the award effective as of date of last signature.

This is an award for Air Taser and Electronic Incapacitation Devices.

<b>APPROVED</b>	
Department of Enterprise Services 1500 Jefferson Street SE Olympia, WA 98501	
Washington State Department of Enterprise Services	
Signature 	Date
Richard Worthy	5/27/15
Typed or Printed Name, Title	
 5/29/15	
Manager Signature (if applicable)	Date
Corinna Cooper, Procurement Supervisor	
Manager's Typed or Printed Name, Title	
<b>Contact Information</b>	
Contact:	Richard Worthy
Title:	Procurement Coordinator
Phone:	(360) 407-7932
Fax:	360-586-2426
Email:	Richard.worthy@des.wa.gov

<b>APPROVED (BIDDER)</b>	
TASER International Inc. 17800 N 85th Street Scottsdale AZ 85255	
Bidder's Company Name & Address	
Signature 	Date
Josh Isner, EVP Global Sales	5/27/15
Typed or Printed Name, Title	
	
<b>Contact Information</b>	
Contact:	<u>Merle Davis</u>
Title:	<u>Sales Representative</u>
Phone:	<u>+1 (602) 859-1279</u>
Fax:	<u>888-958-1479</u>
Email:	<u>merle@taser.com</u>

State of Washington Contracts, Procurement, & Risk Management Division Department of Enterprise Services P.O. Box 41411 Olympia, WA 98504-1411	<b>CONTRACT AMENDMENT</b>	
	Contract No.:	02315
TASER International, Inc. 17800 N 85 <sup>th</sup> Street Scottsdale, AZ 85255	Amendment No.:	01
	Effective Date:	November 2, 2016

**FIRST AMENDMENT  
TO  
CONTRACT No. 02315  
AIR TASERS AND ELEC. INCAPACITATION DEVICES**

This First Amendment ("Amendment") to Contract No. 02315 is made and entered into by and between the State of Washington acting by and through the Department of Enterprise Services, a Washington State governmental agency ("State") and TASER International, Inc., a Arizona corporation ("Contractor") and is dated as of November 2, 2016.

**RECITALS**

- A. State and Contractor (collectively the "Parties") entered into that certain Contract No. 02315 for Air Tasers and Elec. Incapacitation Devices dated effective as of June 3, 2015 ("Contract").
- B. The Parties have not previously amended the Contract.
- C. The amendment set forth herein is within the scope of the Contract.
- D. The Parties now desire to amend the Contract as set forth herein.

**AGREEMENT**

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the Parties hereby agree to amend the Contract, as previously amended, as follows:

- 1. **TASER ASSURANCE PLAN APPENDIX.** The contract is hereby amended to add the attached Appendix (02315a1 Attachment 1) for contract line item 53, Taser Assurance Plan (TAP). TAP provides hardware, extended warranty coverage, spare products, and upgrade models at the end of the TAP Term.


02315a1 Attachment  
1.docx

- 2. **NO CHANGE OTHER THAN AMENDMENT.** Except as amended herein, the Contract is unaffected and remains in full force and effect.


3. **INTEGRATED AGREEMENT; MODIFICATION.** This Amendment constitutes the entire agreement and understanding of the Parties with respect to the subject matter and supersedes all prior negotiations and representations. In the event of any conflict between this Amendment and the Contract or any earlier amendment, this Amendment shall control and govern. This Amendment may not be modified except in writing signed by the Parties.
4. **AUTHORITY.** Each party to this Amendment, and each individual signing on behalf of each party, hereby represents and warrants to the other that it has full power and authority to enter into this Amendment and that its execution, delivery, and performance of this Amendment has been fully authorized and approved, and that no further approvals or consents are required to bind such party.
5. **ELECTRONIC SIGNATURES.** A signed copy of this Amendment or any other ancillary agreement transmitted by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Amendment or such other ancillary agreement for all purposes.
6. **COUNTERPARTS.** This Amendment may be executed in one or more counterparts, each of which shall be deemed an original, and all of which counterparts together shall constitute the same instrument which may be sufficiently evidenced by one counterpart. Execution of this Amendment at different times and places by the parties shall not affect the validity thereof so long as all the parties hereto execute a counterpart of this Amendment.

EXECUTED AND EFFECTIVE as of the day and date first above written.

**TASER INTERNATIONAL, INC., A ARIZONA  
CORPORATION**

By:   
Name: Josh Isner  
Title: EVP Global Sales  
Date: 11/3/16

**STATE OF WASHINGTON  
DEPARTMENT OF ENTERPRISE SERVICES**

By:   
Name: Corinna Cooper  
Title: Procurement Supervisor  
Date: \_\_\_\_\_

## **TASER Assurance Plan Appendix**

The TASER Assurance Plan or "TAP" has been purchased as part of the Quote attached to this Agreement. TAP provides hardware extended warranty coverage, Spare Products, and Upgrade Models at the end of the TAP Term. TAP only applies to the TASER Product listed in the Quote with the exception of any initial hardware or any software services offered for, by, or through the Evidence.com website. The Agency may not buy more than one TAP for any one covered Product.

**1      TAP Warranty Coverage.** TAP includes the extended warranty coverage described in the current hardware warranty. TAP warranty coverage starts at the beginning of the TAP Term and continues as long as the Agency continues to pay the required annual fees for TAP. The Agency may not have both an optional extended warranty and TAP on the Axon camera/Dock product. TAP for the Axon camera products also includes free replacement of the Axon flex controller battery and Axon body battery during the TAP Term for any failure that is not specifically excluded from the Hardware Warranty.

**2      TAP Term.** TAP Term start date is based upon the shipment date of the hardware covered under TAP. If the shipment of the hardware occurred in the first half of the month, then the Term starts on the 1st of the following month. If the shipment of the hardware occurred in the second half of the month, then the Term starts on the 15th of the following month.

**3      SPARE Product.** TASER will provide a predetermined number of spare Products for those hardware items and accessories listed in the Quote (collectively the "Spare Products") to keep at the Agency location to replace broken or non-functioning units in order to improve the availability of the units to officers in the field. The Agency must return to TASER, through TASER's RMA process, any broken or non-functioning units for which a Spare Product is utilized, and TASER will repair or replace the non-functioning unit with a replacement product. TASER warrants it will repair or replace the unit which fails to function for any reason not excluded by the TAP warranty coverage, during the TAP Term with the same product or a like product, at TASER's sole option. The Agency may not buy a new TAP for the replacement product or the Spare Product.

**3.1.** Within 30 days of the end of the TAP Term the Agency must return to TASER all Spare Products. The Agency will be invoiced for and are obligated to pay to TASER the MSRP then in effect for all Spare Products not returned to TASER. If all the Spare Products are returned to TASER, then TASER will refresh the allotted number of Spare Products with Upgrade Models if the Agency purchases a new TAP for the Upgrade Models.

**4      TAP Upgrade Models.**

For CEW Upgrade Models TASER will upgrade Products, free of charge, with a new unit that is the same product or a like product, in the same weapon class ("Upgrade Model"). For example: (a) if the Product is a single bay CEW, then Agency may choose any single bay CEW model as the Agency's Upgrade Model; (b) if the Product is a multibay CEW, then Agency may choose any multi-bay CEW model as the Upgrade Model; and (c) if the Covered Product is a TASER CAM recorder, then the Agency may choose any TASER CAM model as an Upgrade Model. To continue



TAP coverage for the Upgrade Model, the Agency must elect TAP and will be invoiced for the first year payment at the time the upgrade is processed. The TAP payment amount will be the rate then in effect for TAP. Agency may elect to receive the Upgrade Model anytime in the 5th year of the TAP term as long as the final payment has been made.

Any products replaced within the six months prior to the scheduled upgrade will be deemed the Upgrade Model. Thirty days after the Upgrade Models are received, the Agency must return the products to TASER or TASER will deactivate the serial numbers for the products received unless the Agency purchases additional Evidence.com licenses for the Axon camera products the Agency is keeping. The Agency may buy a new TAP for any Upgraded Model.

- 5** **TAP Termination.** If an invoice for TAP is more than 30 days past due or the Agency defaults on its payments for the Evidence.com services then TASER may terminate TAP and all outstanding Product related TAPs. TASER will provide notification that TAP coverage is terminated. Once TAP coverage is terminated for any reason, then:

- 5.1.** TAP coverage will terminate as of the date of termination and no refunds will be given.
- 5.2.** TASER will not and has no obligation to provide the free Upgrade Models.
- 5.3.** The Agency will be invoiced for and are obligated to pay to TASER the MSRP then in effect for all Spare Products provided under TAP. If the Spare Products are returned within 30 days of the Spare Product invoice date, credit will be issued and applied against the Spare Product invoice.
- 5.4.** The Agency will be responsible for payment of any missed payments due to the termination before being allowed to purchase any future TAP.
- 5.5.** If the Agency received Axon Products free of charge and TAP is terminated before the end of the term then (a) the Agency will be invoiced for the remainder of the MSRP for the Products received and not already paid as part of the TAP before the termination date; or (b) only in the case of termination for non-appropriations, return the Products to TASER within 30 days of the date of termination.
- 5.6.** If the Agency made two or more annual TAP payments, then the Agency will: retain the extended warranty coverage; receive a 50% credit for the difference between TAP payments paid prior to termination and the extended warranty price then in effect for each CEW covered under TAP; and have until the date listed on the termination notification to apply that credit toward the purchase of any TASER products. The credit amount available and expiration date of the credit will be provided as part of the termination notification.
- 5.7.** If the Agency made only one annual TAP payment, then the Agency may elect to pay the difference between the price for the extended warranty then in effect and the payments made under TAP to continue extended warranty coverage. This election must be made when written notice of cancellation is submitted by the Agency. If the Agency does not elect to continue with an extended warranty, then warranty coverage will terminate as of

the date of cancellation/termination.

- 5.8.** If the Agency received a credit towards the first TAP payment as part of a trade-in promotion, then upon cancellation/termination the Agency will be assessed a \$100 cancellation fee for each covered Product.

<b>State of Washington</b> Contracts, Procurement, & Risk Management Division Department of Enterprise Services P.O. Box 41411 Olympia, WA 98504-1411	<b>CONTRACT AMENDMENT</b>	
	Contract No.:	02315
TASER International, Inc. 17800 N 85 <sup>th</sup> Street Scottsdale, AZ 85255	Amendment No.:	02
	Effective Date:	April 1, 2017

**SECOND AMENDMENT**  
**TO**  
**CONTRACT NO. 02315**  
**AIR TASERS AND ELEC. INCAPACITATION DEVICES**

This Second Amendment ("Amendment") to Contract No. 02315 is made and entered into by and between the State of Washington acting by and through the Department of Enterprise Services, a Washington State governmental agency ("State") and TASER International, Inc., a Arizona corporation ("Contractor") and is effective as of April 1, 2017.

**RECITALS**

- A. State and Contractor (collectively the "Parties") entered into that certain Contract No. 02315 dated effective as of June 3, 2015 ("Contract").
- B. The Parties previously amended the Contract one (1) time.
  - 1. Amendment 1 issued November 2, 2016 (Added Taser Assurance Plan (TAP)).
- C. The Parties intend to amend the Contract to extend the Contract term.
- D. The Parties intend to amend the Contract to adjust the applicable Vendor Management Fee (VMF) for Contract purchases made on or after April 1, 2017. Contract purchases made prior to April 1, 2017 will be subject to the existing VMF and Contract purchases occurring on or after April 1, 2017 will be subject to the VMF set forth in this amendment.
- E. The Parties intend to amend the Contractor's name.
- F. The Parties intend to amend Contract pricing..
- G. The amendment set forth herein is within the scope of the Contract.
- H. The Parties now desire to amend the Contract as set forth herein.

**AGREEMENT**

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the Parties hereby agree to amend the Contract, as previously amended, as follows:

1. **TERM.** The Contract term is amended to extend the term such that it shall terminate June 2, 2019 unless otherwise extended.

2. **VENDOR MANAGEMENT FEE.** Section 3 of the Contract is hereby amended by deleting the existing Section in its entirety and inserting the following in lieu thereof:

Section 3.8 - **MANAGEMENT FEE.** Contractor shall pay to Enterprise Services a vendor management fee ("VMF") of 1.50 percent on the purchase price for all Contract sales (the purchase price is the total invoice price less applicable sales tax).

(a) The sum owed by Contractor to Enterprise Services as a result of the VMF is calculated as follows:

Amount owed to Enterprise Services = Total Contract sales  
invoiced (not including sales tax) x .0150.

(b) The VMF must be rolled into Contractor's current pricing. The VMF must not be shown as a separate line item on any invoice unless specifically requested and approved by Enterprise Services.

(c) Enterprise Services will invoice Contractor quarterly based on Contract sales reported by Contractor. Contractor shall not remit payment until it receives an invoice from Enterprise Services. Contractor's VMF payment to Enterprise Services must reference this Contract number, work request number (if applicable), the year and quarter for which the VMF is being remitted, and the Contractor's name as set forth in this Contract, if not already included on the face of the check.

(d) Failure to accurately report total net sales, to submit a timely usage report, or remit timely payment of the VMF, may be cause for Master Contract termination or the exercise of other remedies provided by law.

(e) Enterprise Services reserves the right, upon thirty (30) days advance written notice, to increase, reduce, or eliminate the VMF for subsequent purchases, and reserves the right to renegotiate Contract pricing with Contractor when any subsequent adjustment of the VMF might justify a change in pricing.

3. **NAME CHANGE.** Change contractor name from TASER International, Inc. to Axon Enterprise, Inc.

4. **PRICING.** The items listed below are hereby amended to reflect updated pricing effective April 15, 2017.

Price List		
Item	Unit of Measure	Price
Taser S26P ECD, black #11002	EA	\$975.62
Taser X26P, yellow #11003	EA	\$975.62
Performance Power Magazine #22010	EA	\$59.08
Tactical Performance Power Magazine, #22012	EA	\$59.08

Extended Performance Power Magazine (XPPM)(#11010	EA	\$68.84
Automatic Shut-Down Power Magazine (APPM), Model #22011	EA	\$71.39
Extended Automatic Shut-Down Performance Power Magazine #11015	EA	\$73.55
X26P Blackhawk Right Handed Holster, #11501	EA	\$52.75
X26P Blackhawk Left Handed Holster, #11504	EA	\$52.75
TASER CAM HD #26810	EA	\$555.55
TASER CAM HD with Automatic Shut-down (AS) feature # 26820	EA	\$583.36
TASER CAM HD 4-year Extended Warranty #26763	EA	\$159.96
TASER CAM HD Replacement Battery #26764	EA	\$55.46
Dataport Download Kit, Model #22013	EA	\$178.61
Taser Hogue Grip, #22018	EA	\$16.33
X26P, 15 ft. Cartridges #34200	EA	\$24.07
X26P, 21 ft. Cartridges #44200	EA	\$26.29
XP Taser Air Cartridge, 25ft, Model #44203 (Extra penetration, Green Blast Door/Field	EA	\$29.65
Non-conductive cartridge, single shot, 21 foot range, Model #44205	EA	\$25.29
Alligator Clip Cartridge 85000	EA	\$50.25
Digital Power Magazine, DPM, 195 five second firings at room temperature, Model #26700	EA	\$39.89
Extended Digital Power Magazine, XDPM, 195 five second firings at room temperature, Model #26701	EA	\$45.48
Taser X26 USB Dataport Download Software/Adapter (Windows 9X, NT, 2000 and XP compatible), Model 26500	EA	\$178.61
X26P Extended Warranty, 4-year, #11004-TSR-WA	EA	\$297.75
Taser Assurance Plan (TAP) CEW Annual Payment, X26P #85059	EA	\$192.22 per year
Taser X2 ECD, black, Model #22002	EA	\$1,116.55
X2 Smart Weapon 2 shot Yellow, #22003	EA	\$1,116.55
Holster, X2, Right Hand, BlackhawkI, Model #22501	EA	\$71.39
Holster, X2, Left Hand, Blackhawk, Model #22504	EA	\$71.39
15' Live Smart Cartridge, Model #22150	EA	\$31.98

25' Live Smart Cartridge, Model #22151	EA	\$34.14
35' Live Smart Cartridge, Model #22152	EA	\$65.44
Inert Simulator 25' Smart Cartridge #22155	EA	\$46.62
25" Training Smart Cartridge (Blue Blast Door/Non-conductive) Model 22157	EA	\$33.17
Alligator Clip Smart Cartridge #33112	EA	\$35.66
Taser CAM HD, #26810	EA	\$555.55
TASER CAM HD with Automatic Shut-Down (AS) Feature #26820	EA	\$583.36
USB Download Kit, #26762	EA	\$16.13
TASER CAM HD 4-Year Extended Warranty #26763	EA	\$159.86
TASER CAM HD Replacement Battery, #26764	EA	\$55.46
X2, USB Dataport Download Kit #22013	EA	\$178.61
Grip, CEW, Hogue, packaged #22018	EA	\$16.53
Target, Conductive, 2-part, Top and Bottom #80004	EA	\$28.89
TASER Simulation Suit #44550	EA	\$614.13
X2, 4-Year Extended Warranty #22014	EA	\$340.92
X2, TASER Assurance Plan (TAP) CEW Annual Payment #85049	EA	\$218.54 Per Year

5. NO CHANGE OTHER THAN AMENDMENT. Except as amended herein, the Contract is unaffected and remains in full force and effect.
6. INTEGRATED AGREEMENT; MODIFICATION. This Amendment constitutes the entire agreement and understanding of the Parties with respect to the subject matter and supersedes all prior negotiations and representations. In the event of any conflict between this Amendment and the Contract or any earlier amendment, this Amendment shall control and govern. This Amendment may not be modified except in writing signed by the Parties.
7. AUTHORITY. Each party to this Amendment, and each individual signing on behalf of each party, hereby represents and warrants to the other that it has full power and authority to enter into this Amendment and that its execution, delivery, and performance of this Amendment has been fully authorized and approved, and that no further approvals or consents are required to bind such party.
8. ELECTRONIC SIGNATURES. A signed copy of this Amendment or any other ancillary agreement transmitted by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Amendment or such other ancillary agreement for all purposes.

9. COUNTERPARTS. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original, and all of which counterparts together shall constitute the same instrument which may be sufficiently evidenced by one counterpart. Execution of this Amendment at different times and places by the parties shall not affect the validity thereof so long as all the parties hereto execute a counterpart of this Amendment.

EXECUTED AND EFFECTIVE as of the day and date first above written.

**AXON ENTERPRISES, INC.,  
A ARIZONA CORPORATION**

By: \_\_\_\_\_

Name: Josh Isner

Title: EVP Global Sales

Date: 4/18/17

**STATE OF WASHINGTON  
DEPARTMENT OF ENTERPRISE SERVICES**

By: \_\_\_\_\_

Name: Corinna Cooper

Title: Procurement Supervisor

Date: 4-18-2017

State of Washington Contracts, Procurement, & Risk Management Division Department of Enterprise Services P.O. Box 41411 Olympia, WA 98504-1411	CONTRACT AMENDMENT	
	Contract No.:	02315
Axon Enterprise, Inc. 17800 N 85 <sup>th</sup> Street Scottsdale, AZ 85255	Amendment No.:	03
	Effective Date:	October 1, 2018

**THIRD AMENDMENT  
TO  
CONTRACT No. 02315  
AIR TASERS AND ELEC. INCAPACITATION DEVICES**

This third Amendment ("Amendment") to Contract No. 02315 is made and entered into by and between the State of Washington acting by and through the Department of Enterprise Services, a Washington State governmental agency ("State") and Axon Enterprise, Inc., an Delaware corporation ("Contractor") and is dated as of October 1, 2018.

**RECITALS**

- A. State and Contractor (collectively the "Parties") entered into that certain Contract No. 02315 for Air Tasers and Electric Incapacitation Devices dated effective as of June 3, 2015 ("Contract").
- B. The Parties have previously amended the Contract two (2) times
  - 1. Amendment 1 dated November 2, 2016 (Added Taser Assurance Plan (TAP))
  - 2. Amendment 2 dated April 1, 2017 (Increased VMF, Prices adjustment and Contract extension).
- C. The amendment set forth herein is within the scope of the Contract.
- D. The Parties now desire to amend the Contract as set forth herein.

**AGREEMENT**

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the Parties hereby agree to amend the Contract, as previously amended, as follows:

- 1. **TASER 60 & TASER 60 UNLIMITED.** The contract is hereby amended to add the attached Appendix (02315a3 Attachment 1) for contract line item 47, Taser 60 Plan, (02315a3 Attachment 2, contract line item 48, Taser 60 Unlimited Plan. Taser 60 plan provides hardware, extended warranty coverage, spare products, and upgrade models at the end of the Taser 60 Term.
- 2. **NO CHANGE OTHER THAN AMENDMENT.** Except as amended herein, the Contract is unaffected and remains in full force and effect.



3. INTEGRATED AGREEMENT; MODIFICATION. This Amendment constitutes the entire agreement and understanding of the Parties with respect to the subject matter and supersedes all prior negotiations and representations. In the event of any conflict between this Amendment and the Contract or any earlier amendment, this Amendment shall control and govern. This Amendment may not be modified except in writing signed by the Parties.
4. AUTHORITY. Each party to this Amendment, and each individual signing on behalf of each party, hereby represents and warrants to the other that it has full power and authority to enter into this Amendment and that its execution, delivery, and performance of this Amendment has been fully authorized and approved, and that no further approvals or consents are required to bind such party.
5. ELECTRONIC SIGNATURES. A signed copy of this Amendment or any other ancillary agreement transmitted by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Amendment or such other ancillary agreement for all purposes.
6. COUNTERPARTS. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original, and all of which counterparts together shall constitute the same instrument which may be sufficiently evidenced by one counterpart. Execution of this Amendment at different times and places by the parties shall not affect the validity thereof so long as all the parties hereto execute a counterpart of this Amendment.

EXECUTED AND EFFECTIVE as of the day and date first above written.

AXON ENTERPRISE, INC., AN DELAWARE  
CORPORATION

By: 

Name: Robert Driscoll

Title: VP, Associate General Counsel  
3/15/2019 | 10:12 AM MST

Date: \_\_\_\_\_

STATE OF WASHINGTON

DEPARTMENT OF ENTERPRISE SERVICES

By: 

Name: John Allen

Title: Procurement Supervisor

Date: 3/18/19

State of Washington  
Contracts & Procurement Division  
Department of Enterprise Services  
P.O. Box 41411  
Olympia, WA 98504-1411

Axon Enterprise, Inc.  
17800 N 85<sup>th</sup> Street  
Scottsdale, AZ 85255

**FOURTH AMENDMENT  
TO  
CONTRACT NO. 02315  
AIR TASERS AND ELEC. INCAPACITY DEVICES**

This Fourth Amendment ("Amendment") to Contract No. 02315 is made and entered into by and between the State of Washington acting by and through the Department of Enterprise Services, a Washington State governmental agency ("State") and Axon Enterprise, Inc., an Delaware corporation ("Contractor") and is dated as of March 12, 2018.

**RECITALS**

- A. State and Contractor (collectively the "Parties") entered into that certain Contract No. 02315 for Air Taser and Electronic Incapacitation Devices dated effective as of June 3, 2015 ("Contract").
- B. The Parties previously amended the Contract three (3) times.
  - a. Amendment 1 dated November 2, 2016 (Added Taser Assurance Plan (TAP))
  - b. Amendment 2 dated April 1, 2017 (Increase VMF, Price adjustment and Contract extension)
  - c. Amendment 3 dated October 1, 2018 (Added Taser 60 & Taser 60 unlimited plan)
- C. The amendment set forth herein is within the scope of the Contract.
- D. The Parties now desire to amend the Contract as set forth herein.

**AGREEMENT**

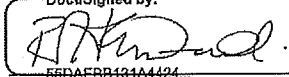
NOW THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the Parties hereby agree to amend the Contract, as previously amended, as follows:

- 1. **PRODUCT OPTION.** The contract is hereby amended to delete the Taser Assurance Plan option.
- 2. **NO CHANGE OTHER THAN AMENDMENT.** Except as amended herein, the Contract is unaffected and remains in full force and effect.
- 3. **INTEGRATED AGREEMENT; MODIFICATION.** This Amendment constitutes the entire agreement and understanding of the Parties with respect to the subject matter and supersedes all prior negotiations and representations. In the event of any conflict between this Amendment and the Contract or any earlier amendment, this Amendment shall control and govern. This Amendment may not be modified except in writing signed by the Parties.

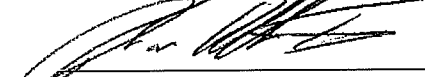
4. **AUTHORITY.** Each party to this Amendment, and each individual signing on behalf of each party, hereby represents and warrants to the other that it has full power and authority to enter into this Amendment and that its execution, delivery, and performance of this Amendment has been fully authorized and approved, and that no further approvals or consents are required to bind such party.
5. **ELECTRONIC SIGNATURES.** A signed copy of this Amendment or any other ancillary agreement transmitted by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Amendment or such other ancillary agreement for all purposes.
6. **COUNTERPARTS.** This Amendment may be executed in one or more counterparts, each of which shall be deemed an original, and all of which counterparts together shall constitute the same instrument which may be sufficiently evidenced by one counterpart. Execution of this Amendment at different times and places by the parties shall not affect the validity thereof so long as all the parties hereto execute a counterpart of this Amendment.

EXECUTED AND EFFECTIVE as of the day and date first above written.

**AXON ENTERPRISE, INC.,  
AN DELAWARE CORPORATION**

DocuSigned by:  
By:   
56DAE8B131A4424  
Name: Robert Driscoll  
Title: VP, Associate General Counsel  
3/13/2019 | 1:13 PM MST  
Date: \_\_\_\_\_

**STATE OF WASHINGTON  
DEPARTMENT OF ENTERPRISE SERVICES**

By:   
Name: John Allen  
Title: Procurement Supervisor  
Date: 3/13/2019

State of Washington  
Contracts & Procurement Division  
Department of Enterprise Services  
P.O. Box 41411  
Olympia, WA 98504-1411

Axon Enterprise, Inc.  
17800 N 85<sup>th</sup> Street  
Scottsdale, AZ 85255

**FIFTH AMENDMENT  
TO  
CONTRACT NO. 02315  
AIR TASERS AND ELEC. INCAPACITY DEVICES**

This Fifth Amendment ("Amendment") to Contract No. 02315 is made and entered into by and between the State of Washington acting by and through the Department of Enterprise Services, a Washington State governmental agency ("State") and Axon Enterprise, Inc., an Delaware corporation ("Contractor") and is dated as of May 1, 2019.

**RECITALS**

- A. State and Contractor (collectively the "Parties") entered into that certain Contract No. 02315 for Air Taser and Electronic Incapacitation Devices dated effective as of June 3, 2015 ("Contract").
- B. The Parties previously amended the Contract three (3) times.
  - a. Amendment 1 dated November 2, 2016 (Added Taser Assurance Plan (TAP))
  - b. Amendment 2 dated April 1, 2017 (Increase VMF, Price adjustment and Contract extension)
  - c. Amendment 3 dated October 1, 2018 (Added Taser 60 & Taser 60 unlimited plan)
  - d. Amendment 4 dated March 12, 2019 (Removed Taser Assurance Plan)
- C. The amendment set forth herein is within the scope of the Contract.
- D. The Parties now desire to amend the Contract as set forth herein.

**AGREEMENT**

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the Parties hereby agree to amend the Contract, as previously amended, as follows:

- 1. **TERM.** The Contract term is amended to extend the term such that it shall terminate June 2, 2020.
- 2. **Pricing.** The items listed below are hereby amended to reflect updated pricing effective May 1, 2019:

Product Code	Product Description	Unit of Issue	New Price
85181	TASER 60 YEAR 1 PAYMENT: X26P BASIC	N/A	\$291.00
85182	TASER 60 YEAR 2 PAYMENT: X26P BASIC	N/A	\$291.00
85183	TASER 60 YEAR 3 PAYMENT: X26P BASIC	N/A	\$291.00
85184	TASER 60 YEAR 4 PAYMENT: X26P BASIC	N/A	\$291.00
85185	TASER 60 YEAR 5 PAYMENT: X26P BASIC	N/A	\$291.00
85705	TASER 60 YEAR 1 PAYMENT: X26P UNLIMITED	N/A	\$445.00
85706	TASER 60 YEAR 2 PAYMENT: X26P UNLIMITED	N/A	\$445.00
85707	TASER 60 YEAR 3 PAYMENT: X26P UNLIMITED	N/A	\$445.00
85708	TASER 60 YEAR 4 PAYMENT: X26P UNLIMITED	N/A	\$445.00
85709	TASER 60 YEAR 5 PAYMENT: X26P UNLIMITED	N/A	\$445.00
22002	Black X2 CEW	EA	\$1,220.00
22003	Yellow X2 CEW	EA	\$1,220.00
22014	4-year Extended Warranty	EA	\$378.00
22150	15' Live Smart Cartridge	EA	\$36.00
22151	25' Live Smart Cartridge	EA	\$38.00
22155	Inert Simulator 25' Smart Cartridge	EA	\$50.00
22157	25' Training Smart Cartridge (Blue Blast Door/Non-conductive)	EA	\$37.00
26810	TASER CAM HD	EA	\$570.00
26820	TASER CAM HD with Automatic Shut-Down (AS) Feature	EA	\$600.00
26762	TASER CAM HD USB download kit	EA	\$18.00
26763	TASER CAM HD 4-Year Extended Warranty	EA	\$150.00
26764	TASER CAM HD Replacement Battery	EA	\$62.00
22013	Kit, Dataport Download, USB, X2	EA	\$200.00

22018	Grip, CEW, Hogue, packaged	EA	\$19.00
80004	Target, Conductive, 2-Part, Top and Bottom	EA	\$33.00
44550	Sim Suit Model II	EA	\$675.00
11002	Black X26P CEW, class III LASER	EA	\$1,065.00
11003	Yellow X26P CEW, class III LASER	EA	\$1,065.00
22010	Performance Power Magazine (PPM)	EA	\$65.00
22012	Tactical Performance Power Magazine (TPPM)	EA	\$65.00
11010	eXtended Performance Power Magazine (XPPM)	EA	\$76.00
22011	Automatic Shut-Down Power Magazine (APPM)	EA	\$78.00
11015	eXtended Automatic Shut-Down Power Magazine (XAPPM)	EA	\$82.00
11501	Holster, X26P, Right Hand, Blackhawk!	EA	\$64.00
11504	Holster, X26P, Left Hand, Blackhawk!	EA	\$64.00
11004	4-year Extended Warranty	EA	\$331.00
26810	TASER CAM HD	EA	\$570.00
26820	TASER CAM HD with Automatic Shut-Down (AS) Feature	EA	\$600.00
26763	TASER CAM HD 4-Year Extended Warranty	EA	\$150.00
26764	TASER CAM HD Replacement Battery	EA	\$62.00
22013	Kit, Dataport Download, USB	EA	\$200.00
22018	Grip, CEW, Hogue, packaged	EA	\$19.00
34200	15' Field Use3	EA	\$27.00
44200	21' Field Use	EA	\$29.00
44203	25' XP Field Use	EA	\$33.00
44205	21' Non-Conductive Sim	EA	\$28.00
85000	Alligator Clip Cartridge	EA	\$55.00

26700	Digital Power Magazine (DPM)	EA	\$44.00
26701	eXtended Digital Power Magazine (XDPM)	EA	\$50.00
26500	X26 Dataport Download Kit	EA	\$196.00

3. Covered Products. The Contract is amended to expand the products included in the Contract to include the products listed below:

Product Code	Product Description	Unit of Issue	Price
22010	Performance Power Magazine (PPM)	EA	\$65.00
22012	Tactical Performance Power Magazine (TPPM)	EA	\$65.00
22011	Automatic Shut-Down Power Magazine (APPM)	EA	\$78.00
70116	Signal Performance Power Magazine (SPPM)1	EA	\$100.00
22502	Holster, X2, Right Hand, Safariland STX Basketweave	EA	\$99.00
22505	Holster, X2, Left Hand, Safariland STX Basketweave	EA	\$99.00
22507	Holster, X2, Right Hand, Safariland STX Hi Gloss	EA	\$99.00
22508	Holster, X2, Left Hand, Safariland STX Hi Gloss	EA	\$99.00
44415	Sim Suit Helmet	EA	\$110.00
44416	Sim Suit Gloves, Set	EA	\$62.00
70116	Signal Performance Power Magazine (SPPM)1	EA	\$100.00
26762	TASER CAM HD USB download kit	EA	\$18.00
80004	Target, Conductive, 2-Part, Top and Bottom	EA	\$33.00
44550	Sim Suit Model II	EA	\$675.00
44415	Sim Suit Helmet	EA	\$110.00
44416	Sim Suit Gloves, Set	EA	\$62.00
44952	Holster, X26, Right Hand, Blade-Tech	EA	\$43.00



44953	Holster, X26, Left Hand, Blade-Tech	EA	\$43.00
44972	Holster, X26, Right Hand, BLACKHAWK!	EA	\$43.00
44973	Holster, X26, Left Hand, BLACKHAWK!	EA	\$43.00

4. NO CHANGE OTHER THAN AMENDMENT. Except as amended herein, the Contract is unaffected and remains in full force and effect.
5. INTEGRATED AGREEMENT; MODIFICATION. This Amendment constitutes the entire agreement and understanding of the Parties with respect to the subject matter and supersedes all prior negotiations and representations. In the event of any conflict between this Amendment and the Contract or any earlier amendment, this Amendment shall control and govern. This Amendment may not be modified except in writing signed by the Parties.
6. AUTHORITY. Each party to this Amendment, and each individual signing on behalf of each party, hereby represents and warrants to the other that it has full power and authority to enter into this Amendment and that its execution, delivery, and performance of this Amendment has been fully authorized and approved, and that no further approvals or consents are required to bind such party.
7. ELECTRONIC SIGNATURES. A signed copy of this Amendment or any other ancillary agreement transmitted by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Amendment or such other ancillary agreement for all purposes.
8. COUNTERPARTS. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original, and all of which counterparts together shall constitute the same instrument which may be sufficiently evidenced by one counterpart. Execution of this Amendment at different times and places by the parties shall not affect the validity thereof so long as all the parties hereto execute a counterpart of this Amendment.

EXECUTED AND EFFECTIVE as of the day and date first above written.

AXON ENTERPRISE, INC.,  
AN DELAWARE CORPORATION

By: 

Name: Robert Driscoll

Title: VP, Associate General Counsel

Date: 5/29/19

STATE OF WASHINGTON  
DEPARTMENT OF ENTERPRISE SERVICES

By: 

Name: Corinna Cooper

Title: Statewide Goods & Services  
Procurement Manager

Date: 5/29/19

State of Washington  
Contracts & Procurement Division  
Department of Enterprise Services  
P.O. Box 41411  
Olympia, WA 98504-1411

Axon Enterprise, Inc.  
17800 N 85<sup>th</sup> Street  
Scottsdale, AZ 85255

**SIXTH AMENDMENT  
TO  
CONTRACT NO. 02315  
AIR TASERS AND ELEC. INCAPACITATION DEVICES**

This Sixth Amendment ("Amendment") to Contract No. 02315 is made and entered into by and between the State of Washington acting by and through the Department of Enterprise Services, a Washington State governmental agency ("State") and Axon Enterprise, Inc., a Delaware corporation ("Contractor") and is dated effective as of June 3, 2020.

**RECITALS**

- A. State and Contractor (collectively the "Parties") entered into that certain Contract No. 02315 for Air Tasers and Elec. Incapacitation Devices dated effective as of June 3, 2015 ("Contract").
- B. The Parties previously amended the Contract as follows:
  - a. Amendment 1 effective November 2, 2016 (Added Taser Assurance Plan (TAP))
  - b. Amendment 2 effective April 1, 2017 (Increase VMF, Price adjustment, Contract extension, and name change)
  - c. Amendment 3 effective October 1, 2018 (Added Taser 60 & Taser 60 unlimited plan)
  - d. Amendment 4 effective March 12, 2019 (Removed Taser Assurance Plan)
  - e. Amendment 5 effective May 1, 2019 (Extended term and adjusted product pricing)
- C. The amendment set forth herein is within the scope of the Contract.
- D. The Parties now desire to amend the Contract as set forth herein.

**AGREEMENT**

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the Parties hereby agree to amend the Contract, as previously amended, as follows:

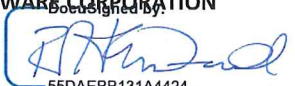
- 1. **TERM.** The term of this contract is hereby extended from June 3, 2020, to now expire June 02, 2021, which is max term for this contract.
- 2. **NO CHANGE OTHER THAN AMENDMENT.** Except as amended herein, the Contract is unaffected and remains in full force and effect.
- 3. **INTEGRATED AGREEMENT; MODIFICATION.** This Amendment constitutes the entire agreement and understanding of the Parties with respect to the subject matter and supersedes all prior negotiations and representations. In the event of any conflict between this Amendment and the

Contract or any earlier amendment, this Amendment shall control and govern. This Amendment may not be modified except in writing signed by the Parties.

4. **AUTHORITY.** Each party to this Amendment, and each individual signing on behalf of each party, hereby represents and warrants to the other that it has full power and authority to enter into this Amendment and that its execution, delivery, and performance of this Amendment has been fully authorized and approved, and that no further approvals or consents are required to bind such party.
5. **ELECTRONIC SIGNATURES.** A signed copy of this Amendment or any other ancillary agreement transmitted by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Amendment or such other ancillary agreement for all purposes.
6. **COUNTERPARTS.** This Amendment may be executed in one or more counterparts, each of which shall be deemed an original, and all of which counterparts together shall constitute the same instrument which may be sufficiently evidenced by one counterpart. Execution of this Amendment at different times and places by the parties shall not affect the validity thereof so long as all the parties hereto execute a counterpart of this Amendment.

EXECUTED AND EFFECTIVE as of the day and date first above written.

**AXON ENTERPRISE, INC.,**  
**A DELAWARE CORPORATION**

By:   
55DAEBB131A4424...  
Name: Robert Driscoll  
Title: VP, Assoc. General Counsel  
Date: 6/1/2020 | 5:06 PM MST

**STATE OF WASHINGTON**  
**DEPARTMENT OF ENTERPRISE SERVICES**

By: Danny Pratt (Electronic Signature)  
Name: Danny Pratt  
Title: Contract Specialist 3  
Date: 06/02/2020